

## **Exhibit E**

## TERMS AND CONDITIONS

The following terms and conditions (this "Agreement") is a legal agreement between Reach Media Group ("Reach Media Group"), and PUBLISHER. PUBLISHER and Reach Media Group may also be individually referred to herein as a "Party" and collectively as "Parties." If there is any conflict between these Terms and Conditions and the Insertion Order(s), the Insertion Order(s) shall control.

**1.) Service:** PUBLISHER will display the Advertisement and perform lead generation services described in the attached Insertion Order. "Advertisement" means the advertisement, including any copy including questions and or text ads, graphic, sound, video, programming code and/or other content that comprises the advertisement, as well as the websites to which an advertisement is linked if applicable. Reach Media Group hereby grants to PUBLISHER during the Contract Period a non-exclusive, royalty-free, worldwide right and license by all means and in any media, whether now known or hereafter discovered, to use, reproduce, distribute, publicly perform, publicly display and digitally perform such Advertisement and all its constituent parts.

**2.) Qualified Lead Definition (Qualified Leads):** Qualified Leads are prospects who meet Reach Media Group's screening criteria as described in the Insertion Order and who provide their complete contact data. PUBLISHER will be paid on a delivered per lead basis defined as when a user agrees through a pre approved opt-in method to be contacted. In the case of any dispute between the parties as to the number of Qualified Leads, Reach Media Group's numbers will control.

**3.) Lead Validation Procedure:**

Reach Media Group will verify each Qualified Lead delivered by the PUBLISHER. Upon receipt, all Qualified Leads will be checked for data validity (i.e. containing valid data inputs for the fields specified in the Insertion Order) and uniqueness of data (i.e. that the Qualified Leads are not present in Reach Media Group's database for the designated Advertisement in the past 60 days). Reach Media Group reserves the right to send an auto-responder to all respondents re-confirming their request for information. Any objections from respondents (about the email, or the offer) will be raised to the PUBLISHER.

**4.) Creative Changes:** Editing of Reach Media Group's Creative is strictly prohibited, without prior written approval from Reach Media Group. Creative includes, but is not limited to, text ads, graphic ads, from and subject line, any copy associated with the campaign including survey questions and answers. Any changes to Creative, without prior written permission will result in the loss of payment of Leads.

**5.) Compliance:** Reach Media Group will actively monitor PUBLISHER activity using a combination of its proprietary software and third party monitoring services. It is the obligation of PUBLISHER to prove to Reach Media Group that they are not committing fraud. Reach Media Group will hold PUBLISHER payment in 'Pending Status' until PUBLISHER has satisfactorily provided evidence that PUBLISHER is not defrauding the system. Reach Media Group flags accounts that: Have click-through rates that are much higher than industry averages and where solid justification is not evident; Have only click programs generating clicks with no indication by site traffic that it can sustain the clicks reported; Have shown fraudulent leads as determined by our clients or Use fake redirects, automated software, and/or fraud to generate clicks or leads. If PUBLISHER is unable to prove to Reach Media Group that PUBLISHER is not committing fraud, PUBLISHER will forfeit its entire commission for all programs and PUBLISHER's account will be terminated. Reach Media Group reserves sole judgment in determining fraud.

**6.) Advertising Guidelines:** PUBLISHER may, in its complete discretion, reject, cancel or remove at any time any Advertisement from the service for any reason without prior notice to Reach Media Group. PUBLISHER must notify Reach Media Group following the rejection, cancellation or removal of any Advertisement from the service within 24 hours.

**7.) Term & Target Launch:** Term will be one (1) month from the target launch of the initial campaign as noted in the Insertion Order. Agreement may continue thereafter by mutual consent but may be terminated by either party for any reason whatsoever. All legitimate moneys due to PUBLISHER will be paid during the next billing cycle. If PUBLISHER defrauds the system, then payment is revoked as determined solely by Reach Media Group.

**8.) Payment:** PUBLISHER will invoice Reach Media Group on a monthly basis at the payout rates reflected in the Insertion Order. The invoice will reflect delivery of final Qualified Lead numbers that are based upon numbers reported by Reach Media Group to PUBLISHER pursuant to the terms of this Agreement.

**9.) Payment Term:** Reach Media Group shall make all payments to PUBLISHER within 30 days of the Invoice Date. All payments made to PUBLISHER do not include, and PUBLISHER shall pay, any sales, use or similar tax associated with such payment. All past due amounts shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is greater. Parties shall keep, maintain and preserve, for the term of this Agreement and for one (1) year thereafter, accurate records relating to amounts due hereunder (the "Relevant Records"). Either party shall have a right at least once per calendar year to audit the Relevant Records of the other party for the purpose of verifying fulfillment of party's payment obligations pursuant to this Agreement. Each audit will be conducted at a place agreed to by the parties, during the normal business hours, with at least ten (10) business days prior written notice to party to be audited. Auditing party shall pay the fees and expenses of the audit, unless the audit reveals a payment discrepancy of more than ten percent (10%) of all payments due in any consecutive six (6) month period, in which case audited party shall pay the reasonable fees and expenses of the audit, and shall immediately pay to auditing party all amounts found to be due.

**10. Reach Media Group Representations and Warranties.** The execution, delivery, and performance of this Agreement by Reach Media Group has been duly approved by its board of directors or managing partners/members, and no further corporate action is necessary on the part of Reach Media Group to consummate the transactions contemplated by this Agreement.

**11.) PUBLISHER Representations and Warranties:** Publisher represents and warrants that: (1) the recipients of all email addresses used by PUBLISHER in connection with this Agreement have manifested affirmative consent to receive commercial emails from PUBLISHER and none of the email addresses were obtained through email harvesting or dictionary attacks; (2) PUBLISHER will not fraudulently add leads or clicks or inflate leads or clicks by fraudulent traffic generation (as determined solely by Reach Media Group, such as pre-population of forms or mechanisms not approved by Reach Media Group); (3) PUBLISHER will not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Site tags, source codes, links, pixels, modules or other data provided by or obtained from Reach Media Group that allows Reach Media Group to measure ad performance and provide its services and (4) all of PUBLISHER's efforts associated with this Agreement comply with the laws of the United States, and any other laws of any other jurisdictions which are applicable to PUBLISHER. PUBLISHER will not engage in or promote any illegal activities of any kind in association with this Agreement.

**12.) Other Obligations:** PUBLISHER shall:

- A. NOT PROVIDE Incentivized traffic. This includes but is not limited to any spoofing, redirecting or trafficking from adult related websites in an effort to gain traffic or websites that are point, lottery, coupon or rewards based and encourage users to click on Advertisements or use Advertisements to generate revenue for users to win points, get rewards, or other any other incentive.
- B. NOT PROVIDE leads generated from content, email or websites that are not subject matter related to the category of the Advertisement represented. Such websites must be content-based (not a list of links or advertisements), be written in English, receive a minimum of unique page views per month, have a top-level name and must not infringe on any personal, intellectual property or copyrights. This can be waived only by SPECIFICALLY providing the name of the proposed website to Reach Media Group.
- C. Be able to provide the name of the Website where the lead was generated. This information is only delivered to Reach Media Group upon request, but MUST be made available in case there is a dispute or problem with the lead.
- D. NOT PROVIDE inappropriate content, which includes, but is not limited to, content that (i) promotes the use of alcohol, tobacco or illegal substances, nudity, sex, pornography adult-oriented content such as phone sex or escort services, expletives or inappropriate language, (ii) promotes violence or the use of illegal substances or activities such as how to build a bomb, counterfeiting money and software pirating (iii) promotes illegal or unethical activity, racism, hate, "spam", mail fraud,

gambling, sweepstakes, pyramid schemes, or illegal advice (iv) is otherwise prohibited by Federal or state law; and/or (v) will bring Reach Media Group and/or its associated Advertisers negative publicity.

- E. At no time, engage in, disseminate, promote or otherwise distribute any Advertisement through the use of contextual media, specifically downloadable software (also called adware, pop-up/pop-under technologies, plug-ins, and other names as applicable).
- F. Email Campaigns. PUBLISHER further represents and warrants that with respect to email campaigns transmitted by PUBLISHER for Reach Media Group, PUBLISHER shall at all times only use the Reach Media Group email creative provided by Reach Media Group, maintain strict compliance with the Controlling the Assault on Non-solicited Pornography and Marketing Act of 2003 (CAN-SPAM) and any amendments and modifications thereto.

**13.) Confidentiality:** The terms of this Agreement are confidential and shall not be disclosed to any third party except where required by law. All information submitted by end-user customers pursuant to this Agreement is proprietary to and owned by Reach Media Group. Such customer information is confidential and may not be disclosed by Reach Media Group or PUBLISHER. In addition, PUBLISHER acknowledges that all non-public information, data and reports received from Reach Media Group hereunder or as part of the services hereunder is proprietary to and owned by Reach Media Group. ("Confidential Information"). PUBLISHER agrees not to disclose the terms of this Agreement, including the CPA value, to any third party without the express written consent of Reach Media Group, and that such constitutes Confidential Information. All Confidential Information is or may be protected by copyright, trademark, trade secret and other intellectual property law, as appropriate. PUBLISHER agrees not to reproduce, disseminate, sell, distribute or commercially exploit any proprietary or Confidential Information in any manner. These non-disclosure obligations shall survive the termination of this Agreement for a period of five (5) years. This section does not bind Reach Media Group or PUBLISHER in the event such information is required to be disclosed by operation of law. If a request is made of PUBLISHER to disclose such information, PUBLISHER must immediately inform Reach Media Group via written notice sufficiently promptly to allow Reach Media Group to seek a Protective Order prior to the time commanded to produce or disclose such Confidential Information, and PUBLISHER agrees to cooperate in whatever way Reach Media Group requests to attempt to protect that information from disclosure by operation of law. Subject to prior approval by PUBLISHER, Reach Media Group may publicly announce its contractual relationship with PUBLISHER, which includes being on a listing of Reach Media Group publishers in general corporate materials and in industry standard press releases.

**14. DISCLAIMER OF WARRANTIES:** Reach Media Group PROVIDES ITS SITES AND THE SITES OF ITS AFFILIATES AND PARTNERS, AND ALL ITS SERVICES AND THE SERVICES OF ITS AFFILIATES AND PARTNERS, AS PERFORMED HEREUNDER, ON AN "AS IS," "WHERE IS" AND "AS AVAILABLE" BASIS. Reach Media Group DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**15. LIMITATIONS OF LIABILITY:** IN NO EVENT SHALL Reach Media Group BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOSS OF USE, LOST BUSINESS, LOST DATA OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL Reach Media Group BE LIABLE TO PUBLISHER OR ANY THIRD PARTIES FOR ANY REASON.

**16.) Indemnification:** Each party agrees to indemnify, defend and hold harmless the other party and its employees, agents, officers and directors, against any and all claims, causes of actions, judgments, demands, damages, losses or liabilities, including costs and expenses (including reasonable attorneys fees and costs of suit), arising out of or relating to (a) any claim based upon infringement of copyright, trademark, patent, or trade secret or other intellectual property right of any third party; (b) any claim, representation, or statement made in the Advertisement; (c) any breach of any representation or warranty contained in this Agreement.

**17. Dispute Resolution:** If any dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in the following location: State of Georgia, Fulton County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to binding arbitration in the following location: State of Georgia, Fulton County. The Parties agree that the binding arbitration will be conducted under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with proper jurisdiction. If any litigation or arbitration is absolutely necessary to enforce this Agreement or the terms thereof, the prevailing Party shall be entitled to reimbursement by the other Party for reasonable attorneys' fees, costs and expenses. This Agreement will be governed by the laws of the State of Georgia.

**18. No Assignment:** Neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party; provided, however, that a successor in interest by merger, by operation of law, assignment, purchase or otherwise of all or substantially all the business of a Party may acquire its rights and obligations hereunder. Any prohibited assignment shall be null and void.

**19. Independent Contractor:** Each party is an independent contractor. Except as set forth in this Agreement, neither party is authorized or empowered to obligate the other or incur any costs on behalf of the other without the party's prior written consent.

**20. Severability:** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

**21. Entire Agreement; Modification:** This constitutes the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral, regarding the subject matter. No modification, course of conduct, amendment, supplement to or waiver of this Agreement or any provisions hereof shall be binding upon the parties unless made in writing and duly signed by both parties.

**22. Agreement in Counterparts:** This agreement may be signed by Reach Media Group and PUBLISHER in counterparts, and facsimile signatures, and check box acknowledgement shall have the same force and effect as an original signature.